Rentokil Initial Pest Control LLC

Office 1401, Al Shafar Tower 1
Barsha Heights - Tecom Dubai | UAE |
PO Box 115780
TRN: 100063888000003

Sale Type: Contract
Prospect No: 82263
Account No: -
Contract No: -

SALE AGREEMENT

Rentokil Boecker Reference	Date
NHM/C/PESTSRBSFOG/101/SM/SM/82263/00/081290	21/2/2025

Section 1 - CLIENT DETAILS

Client:	**Nesto Hyper Market LLC - Sole Proprietorship**

Client Information				Invoice Details			
Contact Name:	**Payal Admin Hygiene**			Company Name on Invoice:	**Nesto Hyper Market LLC - Sole Proprietorship**		
				Invoice Address:	**Al jurf - Al Ittihad street, Ajman Industrial 1, AJMAN, P.O.Box 0**		
				Tax Registration No:			
Mob:	**050 571 5138**	Tel:	**06 591 1222**	Contact Name:	**Payal Admin Hygiene**	Tel:	**050 571 5138 06 591 1222**
Email:	**admin.hygiene@nestogroup.com**			Email:	**admin.hygiene@nestogroup.com**		

Section 2 - SALES DESCRIPTION

Effective Date: **Expirt Date:**

2.1 Premise Details

Premise	Premise Details	Areas Covered
Premise 1	**Nest AJJ - Near Ajman China Mall - 25.434507, 55.528092, Ajman**	**All internal and immediate external areas of the supermarket**

2.2 Service Details

Premise No.	Service Type	Special Instructions	Product:	Visit Frequency	No. of Visits
1	**Contract**	**Insect and Rodent Public Health Pest - Inspection and treatment to the internal and immediate external areas of the food section of the supermarket.**	**PESTS(Pests)**	**Twice a month**	**24**
1	**Contract**	**Insect and Rodent Public Health Pest - Inspection and treatment to the internal areas of the department store section and servicing of rodent bait stations**	**PESTS(Pests)**	**Monthly**	**12**
1	**Contract**	**Technical Audit to be carried out by Cetified Technical Engineer**	**I (Technical Inspection)**	**Quarterly**	**4**

To help support overall efforts through the period this offer also includes additional Emergency responses and follow up inspections as and when needed.*

2.3 Product Supply Details

Premise	Product Details	Units Required	Cost per Unit	Product Cost

Section 3 - PAYMENT DETAILS

Premise	Premise Details	United Arab Emirates Dirhams (AED) Excluding VAT		
		Contract	Job	Product
Premise 1	Nest AJJ - Near Ajman China Mall - 25.434507, 55.528092,Ajman	**9,200.00**	**-**	**-**
Total Cost *United Arab Emirates Dirhams (AED)*		AED 9,200.00	AED 0.00	AED 0.00
5 % Value Added Tax (VAT)		*AED 460.00*	*AED 0.00*	*AED 0.00*
Total Incl. Value Added Tax (VAT)		**AED 9,660.00**	**AED 0.00**	**AED 0.00**
Invoice Frequency		**Monthly**	**-**	**-**
Advance/Arrears		**in Arrears**	**-**	**-**
Payment Terms		**30 Days**	**-**	**-**
Payment Payable to:		**Rentokil Initial Pest Control LLC**		

RB Reference: NHM/C/PESTSRBSFOG/101/SM/SM/82263/00/081290

Section 4 - PEST INCLUDED

Cockroaches,Ants,Spider,Drain Flies, Flying Breeding Sites,Rats,Mice,Bees,Wasps,Mosquitoes,Mosquito Breeding, Flying Isects,

Section 5 - REMARKS

For this contract, the specific terms and termination provisions outlined below shall be applied, and the one below general terms and conditions are hereby rendered null and void.
6. Term and Termination
(a) effective at the end of the Minimum Period or then current Renewal Term, providing the party has provided at least 30 days' written notice of termination; and

A.PENALTY FOR DELAY OF SERVICE
The RI shall attend the Job/Services within the time prescribed in the agreement. In the event of delay to the completion of Job/Services , the RI shall become liable for payment to the Customer. RI shall pay to the Customer a sum of AED equivalent to 1% of the Contract Value as penalty for each week or part thereof of delay in completion of the Job/Service to the maximum of 10% of Contract Value.

B. HOLD HARMLESS CLAUSE: RI agrees to indemnify Customer and their affiliates and employees against and from all claims, liability, damages, losses, and expenses, including attorney's fees to the extent that same are due to the negligence, breach of contract, and breach of law by RI and subject always to the limit of liability set out in clause 7.3 above. The indemnity set out in this clause is always subject to the Customer, its affiliates, and employees from taking all reasonable steps to mitigate any losses.

C. INSURANCE: RI will maintain insurance sufficient to cover any claims or liabilities which may reasonably arise out of or relate to its obligations under this Agreement and will provide evidence of such insurance upon request.

D.. Chemical Handling and Safety Compliance*
All preparation, mixing, or dilution of chemicals must be conducted under the supervision of the Hygiene in Charge to ensure compliance with safety protocols and regulatory requirements.

Failure to accept these terms and comply with the stipulated guidelines may result in contract termination with a one-month notice period.

These terms are established to ensure safety, compliance, and the highest standard of service delivery.

*Maintenance contract includes accummulated emergency follow ups and callouts up to 12 per agreement period
- All the required permits and pass will be provided by the client.
- Client should provide full access to all the common areas of the property.
- To achieve optimum results Rentokil Boecker will provide recommendations as needed in order to control pests to the highest level.

Section 6 - CONFIRMATION

	Authorized Signature	Name	Designation	Date
Rentokil Boecker		**Syd Marcos**	**Sales Consultant - PEST**	21/2/2025
Client		**Ahmed Fawzy Moustafa**	**Group Head of Food Safety & Quality**	28/02/2025

Note: *All blank fields to be crossed out after agreement has been drawn out*

On all Domestic Clients a one month call back service is applicable starting from the date of treatment for the specific pest treated during the initial visit. ***When targeted pest infestation still exists after a week the client MUST call Rentokil Boecker and a follow up visit will be scheduled within 10 days from date of initial visit.***
When conducting work at Domestic properties Pharoahs Ants are not covered due to the nature of repeated treatments being required to control them. ALTERNATIVE PROGRAM WILL APPLY.

Signed and Stamped Sale Agreement confirms that the client read and accepted our General Terms and Conditions.

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رينتوكيل انيشال لمكافحة الحشرات (ش.ذ.م.م)
RENTOKIL INITIAL PEST CONTROL (L.L.C)
License No.: 658459, P.O.Box: 115730, Dubai - U.A.E.

1.Interpretation

1.1.These General Terms and Conditions, the sale agreement and the quote setting out the services and the charges (the "Quote") and any annexed schedules or special terms form the "Agreement".

1.2.In this Agreement:

1.2.0. The "Supplier" is the supplier contracting entity as stated in the Quote.

1.2.1. The "Customer" is the customer contracting entity as stated in the Quote.

1.2.2. Where the words "including", "include" or any similar expression is used in this Agreement are deemed to have the words without limitation following them.

2.Obligations

2.1.The Supplier will provide: (a) the specific services identified in the Quote (a "Job"); and/or (ii) regular routine services at the frequency set out in the Quote (the "Periodic Services") (each and together the "Services") with reasonable skill and care.

2.2.The customer will comply with the customer obligations, including (a) providing all access and reasonably required facilities at the Customer location/s identified in this Agreement (the "Premises") to enable Supplier to perform the Services; (b) informing the Supplier of any hazards that might be encountered in providing the Services at the Premises; (c) following all health and safety advice and instructions given by Supplier; (d) following and complying with all instructions and recommendations made by the Supplier (the "Customer Obligations").

2.3.Supplier reserves the right to refuse to provide Services in relation to items or areas that are contaminated or affected by dangerous, toxic, adhesive or inflammable substances (other than as has been used by Supplier in provision of the Services or as identified when the Premises were surveyed by Supplier).

3.Payment

3.1.The Customer will pay the amounts payable to the Supplier as set out in the sale agreement or Quote (which are exclusive of VAT) and applicable VAT (the "Charges") to the Supplier in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law) by the invoice payment date as set out in the Quote.

3.2.Except as otherwise set out in this clause, the Charges shall be fixed for a period of 12 months from the earlier of the date of signature by the Customer and the date the Services commenced and thereafter may be increased no more than once in each subsequent 12 month period.

3.3.Additionally, the Supplier may increase the Charges at any time to reflect any of the following: (a) increases in the cost of fuel, waste disposal, utilities, capital equipment and/or any other materials; (b) any introduction of or increases to taxes or levies imposed on the Supplier by any government agency or similar body; (c) any statutory increase in employment costs; or (d) any significant devaluation of currency. If the Supplier proposes to increase the Charges in accordance with this clause, the Supplier shall notify the Customer in writing (a "Notification"), giving details of the proposed increase and the date from which the increase takes effect (the "Revised Charges Date"). If the Customer does not notify the Supplier in writing within 14 days of receipt of a Notification that it disputes the proposed increase, the proposed increase shall be deemed to be accepted and the revised Charges shall apply from the Revised Charges Date.

3.4.The Customer shall not be credited for: (a) Periodic Services that need to be performed more frequently because Customer has not complied with this Agreement; and/or (b) wasted journeys, cancellations and delays, as a result of the Customer's failure to allow access, or to provide proper instruction at least 24 hours before any scheduled visit.

3.5.Customer will be liable for the reasonable administrative and legal fees incurred by the Supplier in the recovery of any unpaid Charges.

4.Goods / Rental Equipment

4.1.The Supplier reserves the right to amend the specification of any products sold by Supplier to Customer under the Agreement (the "Goods") if required by any applicable statutory or regulatory requirement, and the Supplier shall notify the Customer in any such event.

4.2.Risk of damage to or loss of any Goods shall pass to Customer once Supplier has delivered and installed such Goods (where installation is included) at Premises. Customer will not own any Goods until the Supplier has received payment in full for Goods in cleared funds.

5.Confidentiality

5.1.In this Agreement, "Confidential Information" means any information disclosed under this Agreement concerning the business or affairs of either party or its affiliates (its "Group").

5.2.The party receiving Confidential Information will only use the disclosing party's Confidential Information for the purposes of this Agreement or Quote and may only disclose the Confidential Information to its officers, employees, agents and contractors for use in accordance with the terms of this Agreement.

5.3.If a party discloses any Confidential Information to the other party in relation to this Agreement, the other party shall keep the information confidential and only use it in relation to this Agreement; unless the information becomes public knowledge other than in breach of this clause, was already known by the recipient, is separately provided to the recipient without an obligation of confidentiality, is independently developed by the recipient. If a party is required to disclose the other party's Confidential Information by law, governmental or other regulatory authority, it will inform the other party as soon as, and to the extent, legally permissible.

6.Term and Termination

6.1.This Agreement commences on the date stated herein ("Commencement Date"). Unless terminated earlier in accordance with this Agreement, this Agreement will continue until the Charges are paid and: (a) for Jobs, until the Services have been completed; or (b) for Periodic Services, for one year (or any longer minimum period stated in the Quote) (the "Minimum Period") and for further consecutive periods (each a "Renewal Period") until either party gives not less than 90 days' written notice before the end of the Minimum Period or the relevant Renewal Period (such notice to expire no earlier than the end of the Minimum Period or the end of the relevant Renewal Period as the case may be).

6.2. Either party may immediately terminate this Agreement (or any of the Services) by giving notice if the other party commits a material breach of any term of this Agreement, which is irremediable or (if the breach is remediable) fails to remedy that breach within seven days after being notified in writing to do so, or is declared bankrupt, cannot pay its debts when due, is the subject of unsatisfactory credit ratings or becomes or is declared insolvent.

6.3.If Customer terminates this Agreement before the end of the Minimum Period (or before the end of a Renewal Period), Customer shall pay any Charges due for the Services rendered plus (a) for Jobs, any other costs incurred by the Supplier for the remainder of the Minimum Period (e.g. hire costs for access equipment); (b) for Periodic Services, if terminated within the first year: 80% of the Charges that would have been payable for that year plus 30% of the Charges that would have been payable for the rest of the Minimum Period (if longer than a year); or (c) for Periodic Services, if terminated after the first year: 30% of the Charges payable for the rest of the Minimum Period or Renewal Period.

7.Intellectual Property

7.1.Supplier retains all intellectual property rights in, arising out of or in connection with the provision of the Services and Goods by Supplier. All existing or future intellectual property rights, whether registered or not, shall remain the exclusive property of the Supplier and shall not be transferred by the Supplier in the provision of the Services.

8.Liability

8.1.If Supplier fails to provide Periodic Services at the frequency set out in the Quote and the Customer has complied with its obligations under this Agreement, Customer may be entitled to receive a service credit.

8.2.Neither party excludes or limits its liability for personal injury or death caused by negligence, fraud, or fraudulent misrepresentation; and any other act or omission which cannot be excluded or limited under any applicable law.

8.3.Except as set out in clause 8.2, the Supplier only bears liability that arises as a result of the Supplier's performance of the Services and which is for (a) physical damage to property because of the Supplier's negligence or fault in the provision of the Services; or (b) failure to provide the Services in accordance with the Agreement or Quote.

8.4.Except as set out in clause 8.2, any and all warranties, guarantees and conditions are excluded and the Supplier's total liability to the Customer is limited to 100% of the annual Charges for the applicable Premises in aggregate for any claims whatsoever and however they may arise for that Premises and whether for breach of contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise. The Supplier shall not in any circumstances be liable (whether in contract, tort (including negligence), misrepresentation or otherwise), be liable to the Customer, for any of the following loss (whether direct or indirect): loss of profit, revenue or economic or financial loss, or loss from corruption of data or information, loss of use, production, contract, commercial opportunity, savings, discount or rebate (whether actual or anticipated), harm to reputation or loss of goodwill, business or wasted expenditure, or loss arising out of the Customer's failure to comply with their obligations and/or the reasonable instructions of the Supplier or, where applicable, loss, damage or cost arising in relation to any pest.

8.5. The Customer must: i) take all reasonable steps to mitigate its loss; and ii) notify the Supplier of any service complaint within 30 days of the relevant service or part of the service having been provided so that the Supplier may investigate.

8.6. The Supplier shall not be liable to the Customer under this Agreement unless the Customer has notified the Supplier of a claim under this Agreement stating in reasonable detail the nature of the claim and, if reasonably practical, the amount claim within 30 days of the Customer first becoming aware, or ought reasonably to have become aware, of the circumstances giving rise to the claim. To the maximum extent permitted by law, the Supplier will not be liable for any claim submitted outside of such a 30-day period.

8.7. Subject to clauses 8.1 to 8.6 Supplier excludes all liabilities to the maximum extent permitted by law.

9. Notices

Any notice to be given under this Agreement, shall be in writing and be delivered by hand or signed for mail service:

9.1. to the Customer at the address set out in this Agreement or Quote;

9.2. to the Supplier at the address set out in the Quote (the "Company Address").

10. Severance

If any term or provision in this Agreement is held to be in whole or in part illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of the Agreement shall not be affected.

11. Entire Agreement

11.1. This Agreement: (a) is the entire agreement between the parties relating to the Services; (b) supersedes and terminates any previous quotes, purchase orders, agreements, warranties, representations and understandings relating to the same subject matter; and (c) prevails over any terms which Customer provides to Supplier and/or which may be implied by law or trade, custom, practice or course of dealing, all of which are expressly excluded.

11.2. The parties agree that they shall not be entitled to rely on any statement or representation that is not set out in this Agreement.

12. Data Protection

12.1. The Supplier shall process your personal data concerning employees and your representatives as a data controller in accordance with applicable data protection legislation and our privacy notice located at: https://www.rentokil-initial.com/site-services/cookie-and-privacy-policy/privacy-policy.aspx.

12.2. From time to time, the Supplier may send marketing communications to employees and representatives of the Customer. Those individuals may opt out from receiving marketing communications at any time by contacting the Supplier or following a link in each communication they receive The Supplier will continue to send the Customer communications as necessary for the performance of this Agreement or Quote and/or provision of the Services.

13. Anti-Bribery and Corruption

13.1. Each party shall: (a) comply with all applicable laws, statutes, and regulations relating to this Agreement and the Services including any anti-bribery and anti-corruption laws or regulations of any relevant country; (b) agree that in connection with its activities under this Agreement, neither party nor any agent, affiliate, employee, or other person acting on its behalf will offer, promise, give, or authorise the giving of anything of value, or offer, promise, make, or authorise the making of any bribe, payoff, influence payment, facilitation payment, kickback, or other unlawful payment, to any person, including but not limited to government officials, in order to obtain or retain business, gain any unfair advantage, or influence any act or decision of that person and (c) promptly report to the other party any request or demand for any undue financial or other advantage of any kind received in connection with the performance of this Agreement; (d) immediately notify the other party if a government official becomes its director or officer or acquires a controlling interest in that party; and (d) (i) comply with all Anti-Corruption Laws; (ii) have and shall maintain in place throughout the term of this Agreement its own policies and procedures to ensure compliance with all Anti-Corruption Laws and will enforce them where appropriate; and (iii) immediately notify the other party (in writing) if a foreign public official becomes its officer or employee or acquires a direct or indirect interest in that party. In this clause 13.1 "Anti-Corruption Laws" means: any and all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption in any relevant territory.

13.2. Either party shall be entitled to terminate this Agreement forthwith upon written notice to the other party without any liability to the other party in the event that the other party breaches any of the provisions of clause 13.1.

14. Modern Slavery and Human Trafficking

14.1. Each party shall: (a) comply with all anti-slavery and human trafficking laws, statutes, regulations and codes to the extent applicable to the relevant party (collectively, the "Anti-Slavery Laws"); (b) represent that it does not engage in any activity, practice or conduct that would constitute an offense under any applicable Anti-Slavery Laws; (c) have and maintain, throughout the term of this Agreement, policies and procedures, including due diligence procedures, designed to ensure compliance with Anti-Slavery Laws and will implement and enforce those policies and procedures where appropriate, including those provisions within its contracts with subcontractors, suppliers or other third parties; (d) promptly report to the other party any potential or actual breach of this clause from its activities or through its relationships with subcontractors, suppliers or other third parties; and (e) have the right to terminate the Agreement with immediate effect by giving written notice to the other party if the other party commits a breach of the Anti-Slavery Laws or violates this clause of the Agreement.

15. Sanctions

15.1. Each party shall: (a) comply (and shall continue to comply during the term of this Agreement) with all applicable laws or regulations relating to economic sanctions or trade and export controls and other restrictive measures imposed, administered or enforced by a sanctions authority (collectively "Sanctions") including, but not limited to: the UK, EU, US or the United Nations, including His Majesty's Treasury and the UK's Office of Financial Sanctions Implementation or Department for Business and Trade, the US Office of Foreign Assets Control and the UN Security Council (a "Sanctions Authority"); (b) represent that it is not subject to any actual, alleged or threatened Sanctions proceedings, including litigation or other proceedings, or investigation, inquiry or enforcement action (including the imposition of fines or penalties) by any Sanctions Authority; (c) represent that it is not and has not been included on any list issued or maintained by a Sanctions Authority identifying persons subject to Sanctions (a "Sanctions List"); (d) represent that it is not owned or controlled by a person on a Sanctions List; and is not resident, domiciled or located in, or incorporated or organised under the laws of a country or territory subject to Sanctions; (e) have and maintain, throughout the term of this Agreement, adequate policies and procedures designed to ensure compliance with Sanctions and will implement and enforce such policies and procedures; (f) promptly report to the other party in writing of any potential, suspected or actual breach of this clause; and (g) have the right to immediately suspend or terminate this Agreement with immediate effect by giving written notice to the other party if the other party becomes a subject of Sanctions, is involved in Sanctions proceedings or otherwise contravenes Sanctions or violates this clause of the Agreement.

16. Force Majeure

If either party is prevented from or delayed in the performance of any of its respective obligations (other than payment obligations) under this Agreement or Quote by circumstances beyond its reasonable control, the affected party shall not be liable for the performance or the punctual performance of its obligations, as applicable, for the duration of the force majeure event. If the force majeure event continues for more than 30 days, either party shall be entitled to terminate this Agreement on written notice to the other.

17. Assignment

17.1. Neither party may assign or transfer this Agreement without the other party's written consent (not to be unreasonably withheld or delayed), except that Supplier may assign or otherwise transfer its rights and/or obligations to any of its Affiliates. For the purposes of this clause an "Affiliate" means any legal entity that, directly or indirectly, controls, is controlled by or is under common control with a party to this Agreement.

17.2. This Agreement does not create any rights enforceable by a third party.

18. General

18.1. Supplier may amend this Agreement on 90 days' notice to Customer. If the amendment is detrimental to Customer, Customer may terminate this Agreement by giving notice within 30 days of Supplier's notice, effective on the date the amendment would otherwise take effect. Otherwise, this Agreement may only be amended by written agreement of the parties.

18.2. If any term of this Agreement is held illegal or unenforceable, it will be deemed not to form part of this Agreement and the remainder of this Agreement will not be affected.

19. Governing Law and Jurisdiction

This Agreement and any dispute or claim arising in connection with it shall be governed by and interpreted in accordance with the law of the country of operation of the Supplier contracting entity and the parties submit to its exclusive jurisdiction.